4001

BILL NO. S-78-03-17

SPECIAL ORDINANCE NO. S-48-78

AN ORDINANCE approving an Agreement to Purchase Real Estate from Mr. Virgil L. Christman for Neighborhood Care, Inc.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Agreement to Purchase Real Estate dated March 6, 1978, between the City of Fort Wayne, by and through its Mayor and Neighborhood Care, Inc., and Mr. Virgil L. Christman, for:

The West 18 feet Lot 173 and the East 18 feet Lot 174 in Lasalles Addition to Fort Wayne

for the total cost of $5,000.00, all as more particularly set forth in said contract which is on file in the Office of Neighborhood Care, Inc. and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

William T. Hinga
Councilman

APPROVED AS TO FORM AND LEGALITY
[signature]
CITY ATTORNEY

Read the first time in full and on motion by Hinga, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on Finance (~~and the City Plan Commission for~~ recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19__, at _____ o'clock ____ M.,E.S.T.

DATE: 3-28-78

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by Stier, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9	0			
BURNS	X				
HINGA	X				
HUNTER	X				
MOSES	X				
NUCKOLS	X				
SCHMIDT, D.	X				
SCHMIDT, V.	X				
STIER	X				
TALARICO	X				

DATE: 4-11-78

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (~~RESOLUTION~~) No. S-48-78 on the 11th day of April, 1978.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 12th day of April, 1978 at the hour of 11:30 o'clock A.M.,E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 17th day of April, 1978 at the hour of 11 o'clock A.M.,E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-78-03-17

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance approving an Agreement to Purchase Real Estate from Mr. Virgil L. Christman for Neighborhood Care, Inc.

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance DO PASS.

WILLIAM T. HINGA - CHAIRMAN

VIVIAN G. SCHMIDT - VICE CHAIRMAN

JOHN NUCKOLS

PAUL M. BURNS

FREDRICK R. HUNTER

DATE 4-11-78 CONCURRED IN

CHARLES W. WESTERMAN, CITY CLERK

THE CITY OF FORT WAYNE
COMMUNITY DEVELOPMENT & PLANNING
division of neighborhood care

March 7, 1978

Mr. Virgil L. Christman
436 E. Taber Street
Fort Wayne, Indiana 46803

Dear Mr. Christman;

This is to confirm our meeting on 2/24/78 in regards to your property at 436 E. Taber Street, which we intend to acquire.

Neighborhood Care, Inc. wishes to purchase the above mentioned property for a sum of $5,000.00.

Your attention is directed to the fact that Neighborhood Care, Inc. has made a most conscientious effort to establish the fair market value of the property. To do this, two separate and independent appraisals have been made by highly qualified appraisers. Each appraisal report has been carefully reviewed and the property inspected by members of Neighborhood Care, after which, a price was then established in accordance with state statutes by taking the average of the two appraisals. Enclosed, for your information, is a summary statement of the basis for the amount established as just compensation for your property.

Only after all these steps have been taken, can we offer a purchase price to you or any other property owner. In carrying out this project, it is the policy of Neighborhood Care, Inc. to make a direct offer of the maximum approved price to every property owner without preliminary negotiations or any sort of bargaining. This policy is based on the belief that every property owner should receive no less than full fair market value for his holdings.

Should you find our offer acceptable, it is requested that both copies of the two enclosed Agreement to Purchase Real Estate be executed by the appropriate individuals indicated and returned to this office as soon as possible. Once this option has been approved by the Board of Directors of Neighborhood Care, Inc., a copy will be forwarded to you for your records and a closing can be arranged. If, however, our offer does not prove acceptable, it would be appreciated if you would advise us in writing, on or before 3/9/78.

Sincerely,

Ethel E. Watson
Director

EEW/ejg
ENC:

LAND ACQUISITION STATEMENT

Your property (s) has been appraised by two independent appraisers to determine a just and reasonable price for acquisition. At that time, you or your designated representative were given the opportunity to accompany each appraiser during his inspection in order that all facts may be known for preparation of fair appraisals.

Neighborhood Care, Inc. will make every reasonable effort to acquire real property quickly and by negotiated sale. Just compensation for all property interests acquired shall be paid and acquisition activities shall be conducted in a manner that minimizes hardships to owners and tenants. All owners and tenants can be assured of consistent treatment.

Just compensation for each property is determined by Neighborhood Care, Inc. and is established by the average of the two appraisals. The amount of just compensation that will be offered to you at the time of acquisition and confirmed in writing, will not be less than approved appraisal of the fair market value.

If you, as owner, feel that Neighborhood Care Inc.'s offer does not represent the true value of your property, you can refuse to accept it. It will then be your responsibility to present evidence that there should be a change in the offering price.

Any outstanding loans and leins on the property must be paid prior to or at the time of settlement. Our representative will discuss these arrangements with you at the time of negotiations.

If you should have any questions regarding these or any other matters, please feel free to contact Neighborhood Care, Inc., 8th Floor, City/County Building or call 423-7431. The office is open from 7:30 A.M. to 4:30 P.M., Monday through Friday, during the summer months and reverting back to 8:00 A.M. to 5:00 P.M. in September.

APPRAISAL REVIEW SUMMARY SHEET

TYPE OF IMPROVEMENT:	~~DUPLEX~~	~~TWO UNITS~~
	ONE STORY HOUSE & GARAGE	
APPRAISERS:	Adams	Cain
MARKET DATA APPROACH:		
COMPARABLES	$6,800	$5,860
VALUE INDICATED	6,500	6,200
FINAL VALUE ESTIMATE:		
LAND	$ 420	
IMPROVEMENTS	6,350	
TOTAL	6,750	

The reviewer has averaged the two values of the appraisers. His recommended or suggested purchase price is $5,000.

3-7-78
(DATE)

Harold Lewis
Harold Lewis
Real Estate Specialist

March 7, 1978

SUMMARY STATEMENT OF THE BASIS
FOR JUST COMPENSATION

436 E. Taber Street

The parcel to be acquired consists of the following described property with the buildings thereon:

W 18' of Lot 173 plus the E 18' of Lot 174, Lassales Addition

The real property for which the offer of just compensation was made and which were considered by the appraisers in establishing a fair market value for your property include:

Lot Size 36 Ft. x 150 Ft.
Garage 12 x 18 frame - fair to poor condition
Frame constructed house over basement and crawl space 886 Sq. Ft.
General condition is good
Siding is insulated brick
Walk-in attic
1 Bath
60 Amp Electric Service
Gas forced Air Furnace

The fair market value which was approved by Neighborhood Care, Inc. is being offered to you is $ 5,000.00 for the above described property improvements. This amount represents the full amount believed by Neighborhood Care, Inc. to be just compensation for the property. In accordance with state statute, Neighborhood Care, Inc. determination of just compensation is not less than the average of two independent appraisals conducted by competent professional appraisers for the fair market value of the property and is based on an inspection of the property.

In arriving at the acquisition price for any property, Neighborhood Care, Inc., nor the appraiser have reduced or increased the value of the parcel as a result of the area being designated for renewal. Increases or deductions in the value are based solely on physical deterioration.

If there are separately held interests in the property to be acquired, an apportionment of the total just compensation will be made based on Neighborhood Care, Inc. review of the appraisal. If any buildings, structures, fixtures, or other improvements comprising part of the real property are the property of a tenant, the total compensation for the property, including the property of such tenant shall be apportioned to the tenant and the owner so that the amount apportioned to the tenant's improvements and interest will be the greater of:

1. The fair market value of the tenant's leasehold estate in the property.
2. The amount the tenant's improvements contribute to the fair market value of the real property.
3. The fair market value of the tenant's improvements for removal from real property.

In light of the preceeding information, Neighborhood Care, Inc. has set the previously stated amount as the acquisition price for your property.

GEORGE J. ADAMS • Appraisals

6211 ARAGON DR. • 489-5180 • FORT WAYNE, INDIANA 46818

REPORT OF APPRAISAL

MADE FOR Neighborhood Care Inc. 880 City/County Building, Fort Wayne, IN

LOCATION: 436 E. Taber Street, Fort Wayne, IN

LEGAL DESCRIPTION: W18 ft of lot 173 plus the E18 ft of lot 174, Lasseles Addition

PURPOSE OF APPRAISAL

To estimate and give an opinion of the fair market value of the property in fee simple as of this date.

"Market Value is defined as the highest price estimated in terms of money which a property will bring if exposed for sale in the open market, allowing a reasonable time to find a purchaser who buys with knowledge of all the uses to which it is adapted and for which it is capable of being used."

OPINION OF VALUE

Appraised Value – Land	$ 300.00
Appraised Value – Improvements	$ 6500.00
Estimated Fair Market Value	$ 6800.00

ASSUMPTIONS AND LIMITING CONDITIONS

No responsibility is assumed for matters legal in character. It is assumed that the legal description furnished is correct and that the title to the real estate is good and merchantable. Existing liens and encumbrances, if any, have been disregarded in this appraisal, and the property has been appraised as though free and clear.

No responsibility is assumed for the accuracy of information furnished by others, although such information has been confirmed where possible and is believed to be reliable.

Possession of this report does not carry with it the right of publication nor may it be used for any purpose by any one except to whom it is addressed except with the previous written consent of the appraiser and the client. The appraiser shall not be required to give testimony or to appear in any Court by reason of this appraisal without previous arrangements having been made therefor.

CERTIFICATION

I hereby certify that I have made a personal inspection of this property and an analysis of all the discoverable factors effecting its value. I further certify that I have no present or contemplated future personal interest in the property and that neither the employment to make the appraisal, nor the compensation is contingent on the value of the property.

DATE 2/29/78

George J. Adams- Appraiser

NEIGHBORHOOD DATA:

The subject neighborhood is located approximately 2300 South and 400 East of the center of the City of Fort Wayne, IN.

Schools, Churches, Shopping and service facilities are available but somewhat less than convenient to the area.

All City facilities, public walks, improved streets, concrete curbs and storm sewers are present in the neighborhood.

The neighborhood is zoned predominately residential and is thus composed chiefly of older single family residences.

The majority of the dwellings are of frame construction, are generally in good to fair condition. Average age of the dwellings is approximately 65 years.

The real estate market in the neighborhood appears very weak and slow and demand exists at a very low level.

The factors of weak market, low demand and detrimental influence from the low level of some owner maintainance, exerts a very significant economic depression on value.

ASSESSED VALUATION AND TAXES:

The subject is currently assessed at $500 for the land and $810 for the improvements. The current tax rate for Wayne Township is $10.675. Thus, the tax expense for the subject is $139.84, not considering exemptions.

DESCRIPTION OF PROPERTY:

The subject comprises a rectangular parcel of land. The site has a frontage along Taber street of 36 feet and a depth of 150 feet.

The subject consists of two buildings, one of which is a 12x18 frame constructed garage with wood siding, unlined interior walls and roll roofing roof. Garage reflects generally fair to poor condition from age and deterioration. Alley easement provides access to garage.

The second building is a frame constructed single family residence constructed over a basement and crawl space foundation. Age is approximately 65 years. The total improved living area comprises 886 square feet.

General condition is good with very good owner maintainance reflected by recent updating of roof system and relatively recent installation of gas forced warm air heating system.

Floor plan is very functional with good sized and adequately equipped kitchen.

ESTIMATE OF VALUE BY THE MARKET APPROACH:

Market approach is generally defined as that method whereby the subject is compared to recent sales of similar properties, adjusting for those differences pertinent to value.

COMPARABLES:

Property	SqFt	Sty	Rms	Brs	Baths	Const	Car	Age Cond	Price	Date	Fin
Subject	886	1	5	2	1	Wd/Frm	1D	65G			
417 St. Martins	1000	1	5	2	1	Wd/Frm	2D	63F	4500	7/77	Contr.
838 Hugh St.	860	1	5	2	1	Al/Frm	-0-	60G	7500	6/77	Conv.
3235 Barr St.	768	1	5	2	1	Wd/Frm	1D	50G	6000	10/77	Conv

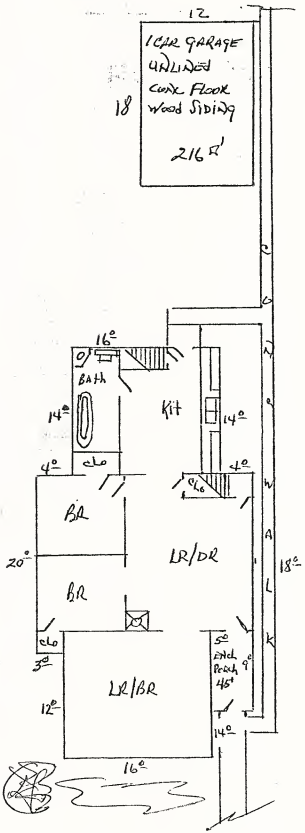
		#1		#2		#3
		4500		7500		6000
Size/Rm Count	−	400			+	700
Age/Cond	+	1500				
Location	+	1000	+	500	+	500
Finance	−	500				
Garage	−	500	+	300		
Siding			−	1000		
Land	+	200				
Subject		5800		7300		7200

CORRELATION:

Giving equal emphasis to all three comparables as reflecting a valid indication of value, I am of the opinion, that as of February 29, 1978, the fair market value of the subject was;

SIX THOUSAND EIGHT HUNDRED (6800) DOLLARS

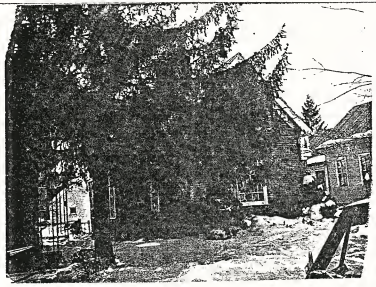
DRAWING

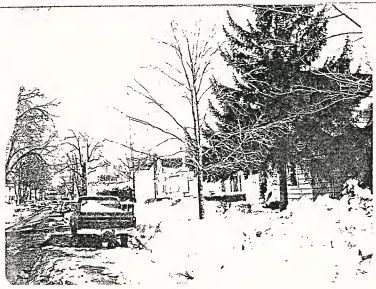


1 STORY FRAME STRUCTURE
OVER 3/4 BASEMENT

TOTAL IMPROVED LIVING AREA
888 SF

Photo's





March 6, 1978

Mr. Harold Lewis
Neighborhood Care, Inc.
880 City/County Building
Fort Wayne, Indiana 46802

Re: Appraisal of 436 East Taber Street
Fort Wayne, Indiana

Dear Mr. Lewis:

As per your request of March 1, 1978, I have inspected and appraised the above mentioned property and submit herewith the report of such appraisal.

If there are any questions, please advise.

Sincerely,

David W. Cain
Realtor

DWC/fc

A P P R A I S A L

PURPOSE OF APPRAISAL

The purpose of this appraisal was to estimate the fair market value of subject property in its "as is" condition.

DEFINITION OF MARKET VALUE

The definition of market value is the highest price that a well informed buyer would be willing to pay as well as an equally well informed seller would be willing to accept for the property if exposed to the market for a reasonable period of time.

LOCATION OF SUBJECT PROPERTY

Subject property is located at 436 EAST TABER STREET, FORT WAYNE, INDIANA.

DESCRIPTION OF NEIGHBORHOOD PROPERTY

Subject neighborhood area is bounded by Lafayette Street on the West, on the North by Creighton Avenue, on the East by Warsaw Street and on the South by Suttenfield Street. Subject neighborhood consists for the most part of single family residences. Immediately to the West of Lafayette Street is Reservoir Park. Lafayette Street is a main traffic artery one way North. Properties in this area have been maintained in a fair to good condition. Our records did not show much activity as far as sales are concerned, therefore my comparables had to be adjusted to allow for this.

DESCRIPTION OF SUBJECT PROPERTY

Subject property is a one-story frame, Insulbrick covered home. The home consists of 3 bedrooms, living room, kitchen and bath. There is a basement that houses the mechanical systems; however, its low ceilings limit its uses to pretty much storage. There is a shower in the basement. Included also is a walk-in attic; however, the location of the stairway again limits the use of the attic to just storage.

The interior walls and ceilings of the house consist of good plaster, painted and/or papered. The Kitchen has an abundance of good quality wood cabinets and good quality linoleum floor covering.

The bath contains good fixtures. There is a gas forced air heating system which appears to be in good condition. The water heater is gas and appears to be relatively new.

The plumbing is galvanize and copper. The electrical system is 60 amp.

Subject property is serviced by Northern Indiana Public Service Gas Co., Indiana and Michigan Electric Co. and City Utilties for water and sewer. The street is asphalt and has curbs. There is a concrete sidewalk and the topography is level.

The exterior Insulbrick covering is in fair condition. The trim and gutters and downspouts should be painted. There is approximately 40' of chain link fence and the lot is nicely landscaped. There is a one car detached garage with access off an alley.

In summary, the overall condition of the subject property, in my opinion, is very good.

ZONING

The current zoning of subject property is R-1. (Single Family Residential)

HIGHEST AND BEST USE

Highest and best use is that legal use that gains the greatest net return to the land in terms of money or amenities. The highest and best use for subject property is for subject to be used in its current zoning certification.

COST APPROACH

The cost approach of this property has not been used due to its age and difficulty in determining the depreciating factors from replacement costs new.

MARKET APPROACH TO VALUE

Comparable #1: 119 Esmond -- Sold October 1977 -- $9,081 -- Assumption basis.

It was a larger house than subject; however, it contained two bedrooms, living room, dining room, kitchen, bath and basement. It had a 19 X 34 garage and was in a little better location. The condition was basically the same. Using the comparable as a basis of comparison, subject adjusts to $6300.

Comparable #2: 417 St. Martins -- Sold October 1977 -- $4500. -- Contract

It was larger than subject, containing living room, dining room, kitchen, 2 bedrooms and bath and basement. There was a 26 X 26 garage. This property had wood siding and was not in as good condition as subject. Using this comparable as a basis of comparison, subject adjusts to $6300.00.

Comparable #3: 426 Eckhart -- Sold October 1977 -- $4000.-- Cash

It was smaller than subject and contained living room, kitchen, 2 bedrooms, bath and basement. There was no garage and lot was smaller. It also had wood siding. Using this comparable as a basis of comparison, subject adjusts to $5950.00.

Based upon the information above, it is my opinion that the fair market value of subject property, in fee simple title, as of March 6, 1978 is:

Land:	$ 500.00
Improvements:	5,700.00
TOTAL:	$6,200.00

CERTIFICATION

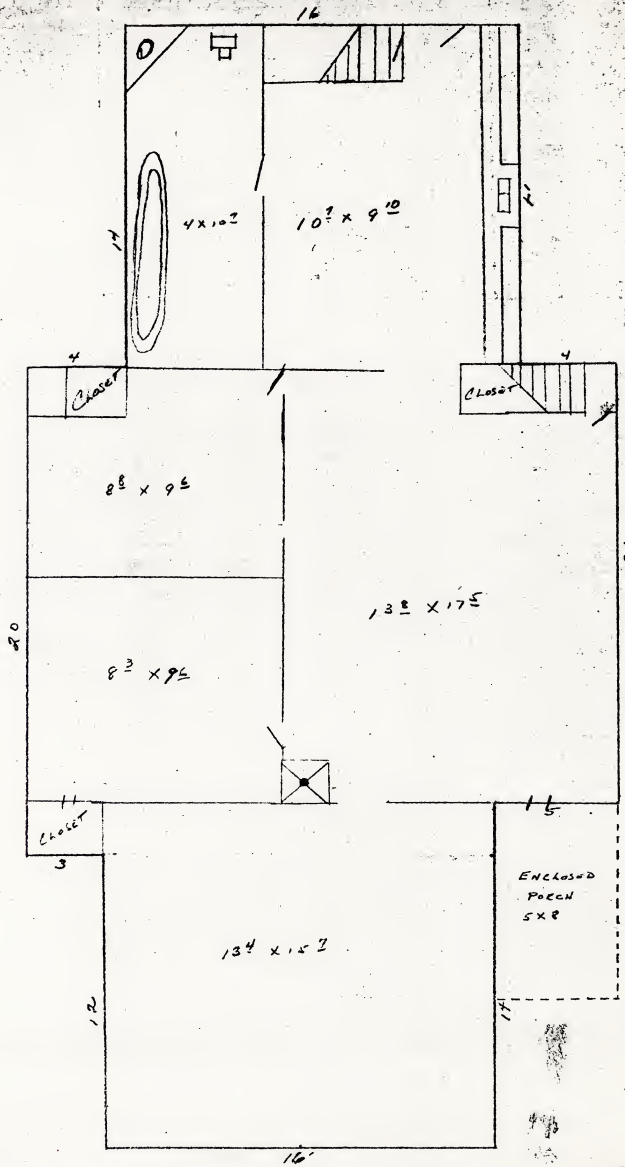
I hereby certify that I, or someone in my employee and responsible to me, have made a personal inspection of this property, and an analysis of all the discoverable factors effecting its value. I further certify that I have no present or contemplated future personal interest in the property and that neither the employment to make the appraisal nor the compensation is contingent on the value of the property.

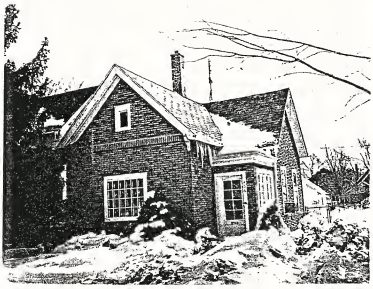
Respectfully submitted,

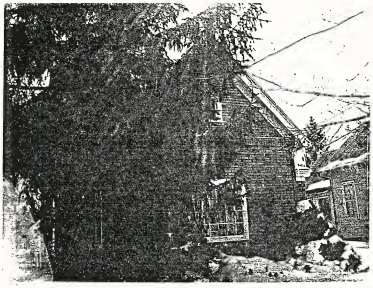
David W. Cain
Realtor

Location	Price	Date	Story	Sq. Ft.	Rooms	Bdrooms	Baths	Const.	Gar/Carport	Financing	Value	Vol.	Page
1. 119 Esmond	$9,081.	10/77	1	1,100	5	2	1	Fr/Asb	3	Assume	$6,281.00	77-3	196
2. 417 St. Martins	$4,500	10/77	1	1,000	5	2	1	FR/WD	2 1/2	Contract	$6,300.00	77-3	198
3. 426 Eckhart	$4,000	10/77	1	600	4	2	1	Fr/Wd	---	Cash	$5,950.00	77-3	198

		9081	4500	4000
Size/Room Ct.	-	800	+ 800	+1200
Age/Condition		--	+ 1500	--
Equip/Appl		--	--	--
Gar Diff.		-1000	- 500	+ 750
Lot Diff		--	--	+ 500
Location		-1000	--	- 500
Time Adj.				
Fireplace				
Fence				
Financing				
		6281	6300	5950


16
4 x 10 7
10 7 x 9 10
14
4
Closet
4
Closet
8 8 x 9 6
13 8 x 17 5
20
8 3 x 9 6
18
11
Closet
3
11
5
Enclosed
Porch
5 x 8
13 4 x 15 7
12
14
16'





AGREEMENT TO PURCHASE REAL ESTATE

DATE: 3/6/78

TO: Nick Stavanoff Real Estate agent for OWNERS

I hereby agree to purchase from you for the sum of $ 5,000.00, the real estate in Allan county,

Indiana, commonly known as 436 E. Taber the legal description of which is:

W 18 Ft. Lot 173, E 18 Ft. Lot 174 in Lasalles Add to Fort Wayne

Cash or Cash Sale With New Mortgage

I WILL PAY SAID SUM OF $ 5,000.00. FOR SAID PROPERTY UPON THE FOLLOWING TERMS: $ 5,000.00 cash upon delivery to me of a properly executed Warranty Deed for said property. Subject, however, to my ability to obtain within N/A days from the date hereof a N/A mortgage loan upon said property in an amount of not less than $ N/A. Failure to obtain such financing within said period of time shall render this Agreement null, void and of no force and effect, and any earnest money deposited hereunder shall be refunded to me without delay. I agree to make immediate application for such financing.

Sale to Existing Mortgage

I shall assume and agree to pay the unpaid balance of an existing mortgage upon said property, which mortgage is held by _____, as Mortgagee, the approximate balance of which is $ _____. At the final closing of this transaction I shall pay to you the balance of the purchase price in cash and will, in addition thereto, reimburse you in cash, for any accumulated escrow funds, upon the proper assignment of same by you to me. At the time of final closing, you shall deliver to me a properly executed Warranty Deed for said property, which shall be subject to the unpaid balance of said mortgage indebtedness.

Sale on Land Contract

Payment of the sum of $ _____, in cash, upon the execution of a land contract acknowledging payment of that sum and calling for the payment of the remainder of the purchase money in monthly payments of not less than $ _____ dollars pa month including ____% interest, computed _____ plus taxes and insurance. Land Contract to be written upon th Allen County Bar Association form unaltered.

THIS AGREEMENT TO PURCHASE IS MADE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

Tax Agreement

1. I shall assume and pay the taxes upon said real estate due and payable the first Monday in (May) (November), 19 78, and all subsequer taxes, and I shall assume and pay any assessments upon said real estate for improvements which may become a lien after the date of th Agreement to Purchase.

Survey

2. You will furnish a proper, up to date, Certificate of Survey of said real estate showing the dimensions thereof and the location of a improvements located thereon, as of the date hereof.

Title Exam.

3. Prior to the execution of the (Warranty Deed) (~~Quit Claim Deed~~) you will furnish, at your expense, a properly prepared abstract of title for sa real estate, continued to a date after the date of this Agreement of Purchase, disclosing a marketable title in you. I will have said abstract examin by my attorney and will submit a legal opinion thereon without unreasonable delay. You will have a reasonable time to meet such requirements, any, as may be necessary to render marketable the title to said real estate according to the Standards of Marketability of Abstracts of Title adopted by the Allen County Indiana Bar Association.

Closing

4. This transaction shall be closed as soon as your title to said real estate meets the necessary legal requirements and I obtain the necessa financing. If any, as hereinabove provided. At said closing, you shall deliver to me a properly executed (Warranty Deed) (~~Quit Claim Deed~~) hereinabove provided, (conveying) (~~contracting to convey~~) to me said real estate and all improvements thereon in the same condition they now ar usual wear and tear excepted. In this respect you shall assume the risk of loss or damage to said real estate and all improvements thereon until t date of the delivery to me of said (Warranty Deed) (~~Quit Claim Deed~~). In the event said real estate and all improvements thereon cannot (conveyed) (~~contracted to be conveyed~~) to me in substantially their present condition, usual wear and tear excepted, this agreement, at n election, shall not be binding upon me, and my earnest money deposited hereunder shall be returned to me without delay.

Possession

5. Possession of said real estate shall be delivered to me on or before 30 DAC. Rents, if any, shall be pro-rated, and insurance shall (~~assumed~~) (cancelled), as of the date of closing. You will pay all charges for utility services furnished said premises until the possession surrendered to me.

Improvements & Fixtures

6. This Agreement to Purchase includes all improvements and permanent fixtures used in connection with said real estate including but n necessarily limited to the following: All electrical, gas, heating and plumbing fixtures, all screens, screen doors, storm windows, shades, veneti blinds, drapery hardware, awnings, attached carpeting, linoleum, radio or television antennae, trees, shrubs, flowers, fences, a _____. If any, now in or on the property, and the same shall fully paid for and free of all liens and encumbrances, at the time I accept title to said real estate, unless otherwise specified and agreed to by me.

Zoning

7. I hereby represent that my intended use of the said real estate requires a zoning classification of R-1 and this Agreement to Purchase is contingent on the said real estate being in such use district.

Inspection of Property

8. I have personally inspected and examined the above property and make this Agreement to Purchase in good faith and all the terms a conditions as stated herein, there being no verbal agreements. If this Agreement to Purchase is accepted by you, it shall be an agreement bind and inuring to the benefit of both you and me, our heirs and personal representatives.

Earnest Money

9. I hereby deposit with your Agent, _____, tha sum $ _____, to be used as earnest money in this transaction, and upon your written acceptance of this Agreemen

Purchase, I will deposit with your said agent additional earnest money in the sum of $ _____, all of which earnest mone to apply to the cash payment provided for at the time of the closing of this transaction. If this Agreement to Purchase is not accepted in writing of you on or before the 9th day of Mar, 19 78 than the same shall be null, void and of no force and effect, and any earnest mo deposited hereunder will be returned to me without delay. If this Agreement to Purchase is accepted by you and I fail to complete this purch my earnest money shall be forfeited to you as liquidated damages which shall be your sole remedy at law or in equity.

Buyer

Buyer: Chet E. Watson Buyer: _____

Address: NEIGHBORHOOD CARE, INC. Address: _____

Phone: 423-7431 Phone: _____

Receipt of Earnest Money

I, _____, Agent for the owners of the property herein described, her acknowledge receipt of earnest money deposit in the sum of $ _____, made by the above Offeror, to be l by me in escrow according to the terms of the above Agreement to Purchase.

Dated this ____ day of _____, 19____. _____

The undersigned, Owners of the property described in the above Agreement to Purchase, hereby accept said Offer and agree to abide by terms and conditions thereof _____

_____

_____

$700.00

_____ and also agree to pay our said agent a commission of _____, which sum shall be dedu from the first payment made to us. We also authorize our said agent to hold all money deposits in escrow until the final closing of this transac

Dated this 7th day of March 19 78 _____

Seller

Seller: [illegible] Seller: _____

Address: 7326 Taber Ct Address: _____

Phone: 745 3117 Phone: _____

Receipt of Earnest Money

I, _____, Agent for the owners of the property herein described, he acknowledge receipt of earnest money deposit in the sum of $ _____, made by the above Offeror, held by me in escrow according to the terms of the above Agreement to Purchase

Dated this ____ day of _____, 19____. _____

February 29, 1978

Mr. Harold Lewis
Neighborhood Care Inc.
880 City/County Building
One Main Street
Fort Wayne, IN 46802

Re; Appraisal of 436 Taber Street
Owner; Christman, Virgil L.

Dear Mr Lewis;

Pursuant to your request, I have personally inspected the site located at 436 E. Taber Street, Fort Wayne, IN.

Having made an analysis of matters considered pertinent to estimating fair market value, I enclose herein the results of that estimate.

Sincerely;

George J. Adams- Appraiser

4001

Admn. Appr. _____

DIGEST SHEET

TITLE OF ORDINANCE Appropriation Ordinance S-78-03-17

DEPARTMENT REQUESTING ORDINANCE CD&P - Neighborhood Care, Inc.

SYNOPSIS OF ORDINANCE Allow Neighborhood Care, Inc. to purchase the property at 436 E. Taber Street.

EFFECT OF PASSAGE Neighborhood Care will purchase the property at 436 E. Taber St.

EFFECT OF NON-PASSAGE Neighborhood Care will not purchase the property at 436 E. Taber St.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) $5,000.00

ASSIGNED TO COMMITTEE (J.N.) _____

DATE SUBMITTED: 3-8-78